

POSTING VERSION

Subject to minor revisions / Schedules subject to updating

TERMINATION AGREEMENT

TERMINATION AGREEMENT made as of **<*>**, 2008 among Metcalfe & Mansfield Alternative Investments XI Corp., acting on its own behalf and in its capacity as trustee of MMAI-I Trust ("**MMAI**"), and Deutsche Bank AG, Canada Branch ("**DB**") (collectively, the "**Parties**").

WHEREAS the Parties entered into an Assignment and Assumption Agreement dated **<*>**, 2008 between Metcalfe & Mansfield Alternative Investments XI Corp., in its own capacity and in its capacity as trustee of MMAI, DB, and Metcalfe & Mansfield Alternative Investments Corp. and 4227298 Canada Inc., in their capacity as co-trustees of Global Diversified Investment Grade Income Trust and in their personal capacities;

AND WHEREAS the Parties now wish to terminate their respective rights and obligations in their entirety under the mirror agreements that were in place between them as of September 9, 2004;

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Effective as of the date hereof, the following agreements (the "**Terminated Agreements**") between the Parties are hereby terminated, effective immediately, and shall cease to have any force and effect whatsoever:
 - a) ISDA Master Agreement between the Parties dated as of September 9, 2004 (the "**MMAI ISDA Master Agreement**");
 - b) Schedule to the MMAI ISDA Master Agreement dated as of September 9, 2004;
 - c) Confirmations D, E & F to the MMAI ISDA Master Agreement, all dated as of September 9, 2004;
 - d) Credit Support Annexes D, E & F to the MMAI ISDA Master Agreement, all dated as of September 9, 2004;
 - e) Unwind Agreement between the Parties dated as of September 9, 2004;
 - f) Indicative Pricing Letter between the Parties dated as of September 9, 2004.
2. Each of the Parties hereby irrevocably and unconditionally releases, remises and forever discharges each of the other Parties hereto and each of their respective officers, directors, employees, agents, shareholders, affiliates, successors and assigns of and from any and all covenants and obligations contained in the Terminated Agreements and of and from any and all actions, causes of actions, claims, demands and suits of every nature and kind whatsoever arising under or in connection with the Terminated Agreements and irrevocably and unconditionally covenants and agrees that it will not commence or pursue any of the actions, causes of actions, claims, demands and suits which it is releasing hereunder.
3. This Termination Agreement sets forth the entire agreement among the Parties hereto pertaining to the specific subject matter hereof. No supplement, modification, waiver, amendment or termination of this Termination Agreement shall be binding unless executed in writing by all of the Parties.

4. This Termination Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, assigns and legal representatives.
5. This Termination Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereby attorn to the jurisdiction of the courts of the Province of Ontario.
6. This Termination Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this agreement effective as of the date above.

**METCALFE & MANSFIELD
ALTERNATIVE INVESTMENTS XI
CORP. in its capacity as the trustee of the
MMAI-I Trust**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

**METCALFE & MANSFIELD
ALTERNATIVE INVESTMENTS XI
CORP.**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

**DEUTSCHE BANK AG, CANADA
BRANCH**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer